# **EXHIBIT 6**

# TOLL TELECOMMUNICATIONS SERVICES TARIFF OF BRIDGECOM INTERNATIONAL, INC.

# **BridgeCom International, Inc.**

REGULATIONS AND SCHEDULE OF CHARGES APPLYING TO
THE RESALE OF INTRASTATE TOLL TELECOMMUNICATIONS SERVICES
PROVIDED WITHIN AND THROUGHOUT
THE STATE OF ILLINOIS

Issued:	, 2001		Effective:	, 2001
	Certificat	e of Interexchange Service Au	thority	
	Issued in	Case No,	, 2001	•
	Issued by:	Michael Weprin, President		
		BridgeCom International, In	nc.	
		116 Radio Circle, Suite 300	1	

# **CHECK SHEET**

The Title Sheet and pages 1 through 75 this Tariff inclusive, are effective as of the date shown. Original and revised sheets as named below comprise all changes from the original Tariff.

Sheet	Revisions
Title	Original Title Sheet
1	Original Sheet
2	Original Sheet
3	Original Sheet
4	Original Sheet
5	Original Sheet
6	Original Sheet
7	Original Sheet
8	Original Sheet
9	Original Sheet
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11	Original Sheet
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# CHECK SHEET (cont'd)

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22	Original Sheet
23	Original Sheet
24	Original Sheet
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# **CONCURRING CARRIERS**

No concurring carriers

# **CONNECTING CARRIERS**

No connecting carriers

# **OTHER PARTICIPATING CARRIERS**

No other participating carriers

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### TOLL TELECOMMUNICATIONS SERVICE

# **EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

D	-	To signify discounted rate or regulation.
I	-	To signify a rate increase.
M	-	To signify matter relocated without change.
N	-	To signify a new rate or regulation.
R	-	To signify a rate reduction.
S	-	To signify a reissued matter.
T	-	To signify a change in text but no change in rate or regulation.
7	_	To signify a correction

To signify changed regulation.

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#### **TARIFF FORMAT**

<u>Sheet Numbering</u> - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be Sheet 14.1.

<u>Sheet Revision Numbers</u> - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Illinois Commerce Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of the various suspension periods, deferrals and other procedures the Illinois Commerce Commission follows in its tariff approval process, the most current sheet number on file with the Illinois Commerce Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.

Paragraph Numbering Sequence - There are nine levels of paragraph coding:

2 2.1 2.1.1 2.1.1.A 2.1.1.A.1 2.1.1.A.1.(a) 2.1.1.A.1.(a).1 2.1.1.A.1.(a).1.(i) 2.1.1.A.2.(a).1.(i).1

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## TARIFF FORMAT (cont'd)

<u>Check Sheets</u> - When a tariff filing is made with the Illinois Commerce Commission, an updated Check Sheet accompanies the tariff filling. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk ("\*"). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Illinois Commerce Commission.

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## **CLASSIFICATION OF SERVICES**

Pursuant to Section 13-502 of the Illinois Public Utilities Act ("the Act"), Ill. Rev. Stat. 1991, ch. 111 2/3, pars. 1-101 et seq., as amended by P.A. 87-856, effective May 14, 1992, and Section 745.200 of 83 Illinois Administrative Code Part 745, the Company hereby files this Tariff pursuant to Section 13-502(b) of the Act. The Company declares that all resold interexchange services in the State of Illinois as offered in this Tariff, Ill. I.C.C. Tariff No. 1, are competitive services.

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## **SECTION 1 - APPLICATION OF TARIFF**

This Tariff contains the regulations, rates, and charges applicable to the provision of intrastate toll telecommunications Service provided by BridgeCom International, Inc. (hereinafter "BridgeCom" or the "Company"), between points within the State of Illinois.

Service is furnished subject to the availability of facilities and transmission, atmospheric and like limitations.

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## SECTION 2- TECHNICAL TERMS AND ABBREVIATIONS

- 2.1 <u>Access</u>: The connection between the Customer's location and an interexchange switching center.
- **2.2** Access Line: A transmission line from either an LEC central office or an IXC POP to the Customer's Premises used to process voice and limited speed data Calls.
- 2.3 Account Code: A numerical code, assigned to the Customer, to enable the Company to identify use of the Services by the Customer and to bill the use of the Services by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.
- 2.4 <u>Authorization Code</u>: A predefined series of numbers to be dialed by the Customer or End User upon access to the Company's system to identify the caller and validate the caller's authorization to use the Services provided. All Authorization Codes shall be the sole property of the Company and no Customer of End User shall have any property or other right or interest in the use of any particular Authorization Code. The Customer is responsible for charges incurred through the use of its assigned Authorization Code. Automatic Numbering Identification (ANI) may be used as or in connection with the Authorization Code.
- **2.5** <u>Automatic Numbering Identification (ANI)</u>: A type of signalling provided by an LEC which automatically identifies the Calling Station.

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## SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- **2.6** Call: A completed connection established between a Calling Station and one or more Called Stations.
- 2.7 <u>Calling Unit</u>: The measured period of a Call which is either Initial or Additional.
- **2.8** Called Station: The terminating point of a Call (i.e., the Called number).
- 2.9 <u>Calling Card</u>: A billing arrangement which bills the charge for an MTS Call to the Main Billing Number of a Customer.
- **2.10** Calling Card Services: The Services described in Section 4.3 of this Tariff.
- **2.11** Calling Station: The originating point of a Call (i.e., the Calling number).
- **2.12 Commission:** Illinois Commerce Commission.
- 2.13 <u>Common Carrier</u>: A company or entity providing telecommunications Services to the public.
- 2.14 Company: BridgeCom International, Inc.
- **2.15** <u>Competitive Access Provider (CAP)</u>: A Common Carrier engaged in the origination and/or termination of interstate, interexchange Calls.

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#### SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- 2.16 <u>Competitive Local Exchange Carrier (CLEC)</u>: A Common Carrier engaged in the provision of local dial tone and other local exchange Services in competition with one or more LECs.
- **2.17** <u>Customer</u>: A Person who orders Services under this Tariff and who is responsible for payment of all charges therefor and for complying with the terms and conditions set forth in this Tariff.
- **2.18** <u>Customer Premises</u>: A location, on property owned, leased or otherwise controlled by Customer, that is designated by the Customer for the provision of the Services to the Customer pursuant to this Tariff.
- **2.19** <u>Customer-Provided Equipment</u>: Telecommunications equipment provided by a Customer used to originate or terminate Calls at the Customer Premises.
- 2.20 <u>Directory Assistance Service</u>: The Service described in Section 4.2.8 of this Tariff.
- 2.21 End User: Any Person which uses the Services ordered by Customer under this Tariff. If at any time the Customer fails to make timely payment for the Services, satisfaction of the Customer's payment obligations with respect to Services utilized by an End User shall become the direct responsibility of the End User and said End User shall make immediate payment directly to Company of all associated overdue amounts. Notwithstanding the foregoing, the Customer shall not be relieved of its responsibility to fully satisfy its payment obligations under this Tariff.

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## SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- 2.22 <u>Fractional Charges and Credits</u>: Each month is considered to have thirty (30) days for billing purposes. To determine charges or credits for portions of months, the days remaining in the billing period (including the thirty-first (31st) day of a thirty-one (31)-day month) are counted, starting with the day after the date on which the Services were furnished or discontinued; that figure is divided by thirty (30) days and the resultant fraction is multiplied by the Monthly Charge to arrive at the Fractional Charge or Credit.
- 2.23 Inbound Services: The Services described in Section 4.1 of this Tariff.
- **2.24** Incomplete Call: Any Call as to which voice transmission between the Calling and the Called Stations is not established (*i.e.*, busy, no answer).
- 2.25 <u>Incremental Call Unit</u>: The minimum additional period after an Initial Call Unit for which charges are incurred for completed Calls and, except as otherwise provided in this Tariff, equals six (6) seconds.
- **2.26** <u>Initial Call Unit</u>: The minimum period for which charges are incurred for a completed Call; unless otherwise specified herein, the Initial Call Unit for all Services offered pursuant to this Tariff shall be eighteen (18) seconds.
- **2.27** <u>Installation Charge</u>: A fixed charge per unit which applies when certain Services are furnished.

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## SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- **2.28** Interexchange Carrier (IXC): A Common Carrier engaged in the transport of Calls and other telecommunications across LATA boundaries.
- 2.29 LATA: Local Access and Transport Area.
- 2.30 LEC: Local Exchange Carrier.
- **2.31 Main Billing Number:** A telephone number assigned to Customer to which charges for the Services are billed.
- 2.32 <u>Monthly Charge/Monthly Recurring Charge</u>: A flat charge which applies for each month in which the Services are furnished to Customer and which is prorated for a fractional month of Service.
- 2.33 MTS: Message Telecommunications Services.
- **2.34** Nonrecurring Charges: One-time charges payable to the Company including Installation Charges, Service Ordering Charges and Special Construction Charges. Charges may differ according to the work activity involved.
- 2.35 NPA: Numbering Plan Area, more commonly referred to as an area code.

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#### SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- **2.36 NPA Centroid:** The center of the area code, sometimes used to calculate mileage for inbound Calls where the NPA-NXX of the Calling Station is not available.
- **2.37 NXX**: The first three digits of the Customer's telephone number. "N" is a number between 2 and 9. "X" is a number between 0 and 9.
- 2.38 Person: A natural being, firm, organization, partnership, association, corporation, or entity.
- **2.39 Point-of-Presence (POP):** The central switching office of an IXC where it interconnects with an LEC.
- 2.40 Rate Center: A group of central offices determined by NPA Centroid or NPA-NXX.
- **2.41** Recognized National Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 2.42 Recurring Charge: Monthly Charges and Usage Charges.
- **2.43** Service: The telecommunications Services provided by the Company pursuant to this Tariff as described in Section 4 of this Tariff.

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## SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

- **2.44** Service Order: A Customer order for installation, move, or record change related to the Services.
- **2.45** Special Construction Charge: A charge associated with an installation of the Services requiring unique or additional equipment or facilities.
- **2.46** Switched Access: A switched circuit connecting a Customer Premises to an IXC POP with intermediate switching functions.
- **2.47** <u>Underlying Carrier</u>: A facilities-based IXC which provides transport Services that are resold by the Company.
- **2.48** <u>Usage Charge</u>: Charges stated as a function of, and which vary with, use (e.g., per connection or per unit of time); Usage Charges are set forth for each Service provided by the Company in Section 5 of this Tariff.

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#### **SECTION 3 - RULES AND REGULATIONS**

#### 3.1 Undertaking of the Company.

- **3.1.1** Scope. The Company undertakes to provide the Services in accordance with the terms and conditions set forth in this Tariff. The Services are furnished for communications originating at points within the State of Illinois and terminating within the State of Illinois.
- **3.1.2** Provision of Customer Equipment. Customer-Provided Equipment may be used with the Services. The Company does not provide such equipment.
- 3.1.3 Agency. The Company may act as an agent for the Customer in connection with the implementation and maintenance of the Services.
- 3.1.4 Routing. The Company will maintain sole and absolute discretion over the routing of Calls originated by the Customer pursuant to this Tariff and the channels and/or service components used to provide the Services. The Company will maintain sole and absolute discretion over the selection of the Underlying Carrier over whose network Calls originated by the Customer pursuant to this Tariff will be carried and will be under no obligation to notify End Users of any change in the Underlying Carrier.
- 3.1.5 <u>Minimum Call Completion Rate</u>. The Customer can expect a Call completion rate (e.g., number of Calls completed/number of Calls attempted) of not less than ninety percent (90%) during peak use periods.

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#### SECTION 3 - RULES AND REGULATIONS (cont'd)

#### 3.2 Limitations.

- 3.2.1 Availability of Services. The Services are offered subject to the availability of facilities and under the terms and conditions contained in this Tariff. The Company's obligation to furnish the Services is dependent upon its ability to obtain, retain and maintain without unreasonable expense access to suitable facilities, including service arrangements with Underlying Carriers, and is subject to transmission, atmospheric and like limitations. The Services may be temporarily refused or limited due to limitations in system capacity or to other circumstances beyond the Company's control. The Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs, or similar activities necessary for the proper or improved operation of the Services.
- **Rights of the Company.** The Company reserves the right to refuse or limit the use of or deny or discontinue (pursuant to Section 3.16) Service to the Customer without incurring liability for the following reasons:
  - (A) If a condition immediately dangerous or hazardous to life, physical safety, or property exists;
  - (B) Upon an order of any court, the Commission, or any other duly authorized public authority; or
  - (C) If Service was obtained fraudulently or without the authorization of the Company; or
  - (D) For nonpayment of a past due bill not in dispute;
  - (E) For failure to make a security deposit or obtain a guarantee when one is required; or

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## SECTION 3 - RULES AND REGULATIONS (cont'd)

3.2	Limitations	(cont'd).

3.2.	2	Rights	of the	e Company	(cont'd).
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- (F) For obtaining Service by subterfuge; or
- (G) Unauthorized interference, diversion, or use of the telecommunications Service situated or delivered on or about the Customer's premises; or
- (H) For violation of any rule of the Company filed with the Commission; or
- (I) For failure to comply with laws and regulations pertaining to telecommunications Service; or
- (J) For failure of the Customer to permit the Company reasonable access to the Company's facilities or equipment.

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#### SECTION 3 - RULES AND REGULATIONS (cont'd)

#### 3.2 <u>Limitations (cont'd)</u>.

- 3.2.3 <u>Restoration of Service</u>. The Company will provide or restore the Services when the Customer is in compliance with the provisions of this Tariff and all applicable laws, rules, regulations and policies of pertinent governmental authorities and the Company determines that the Services can be provided without undue risk to the Company or the Services provided to other Customers of the Company.
- **3.2.4 Fraud Prevention.** In order to control fraud, the Company may refuse to accept Calling Card Calls or discontinue the use of Authorization Codes which it determines to be fraudulent or invalid and/or may limit the use of these billing options to or from certain areas, including any part of the State of Illinois.
- 3.2.5 <u>Emergency Conditions</u>. The use and restoration of the Services during emergency conditions shall be in accordance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, which specifies the priority system for such use and restoration.
- 3.2.6 <u>Property Rights</u>. The Customer will obtain no property right or interest in the use of any specific type of facility, service connection, equipment, number, process or code. All right, title and interest to such items will remain, at all times, solely with the Company.

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## SECTION 3 - RULES AND REGULATIONS (cont'd)

#### 3.3 Liability of the Company.

- 3.3.1 General. The Company's liability, if any, for damages associated with the ordering (including the reservation of any specific number for use with a Service), installation (including delays associated therewith), provisioning, termination, maintenance, repair or restoration of the Services or associated facilities offered under this Tariff, shall be limited as follows:
  - (A) With respect to any Inbound Service provided by the Company which involves Switched Access, the Company's liability shall not exceed an amount equal to the proportionate Monthly Recurring Charges for the Service for the period during which the Service was affected, or if only a transmission is interrupted, an amount equal to the charge applicable to a one (1) minute Call to the Customer's station at the time, and over the range, of the affected Call, taking account of the form of Service and type of termination the Customer had selected. Where the Company's Inbound Service is not made available on the date committed to the Customer or cannot otherwise be made available after the Company's acceptance of the Customer's order, or where the Customer is provided with a number or

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# SECTION 3 - RULES AND REGULATIONS (cont'd)

## 3.3 Liability of the Company (cont'd).

#### 3.3.1 General (cont'd).

numbers other than the one(s) committed by the Company to the Customer, or where the Customer's number or numbers are not included in 800/888/877 Service Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (1) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (2) the sum of one thousand dollars (\$1,000.00). The Company shall not be liable for the use, misuse, or abuse by third parties of Inbound Service provided by the Company to the Customer.

(B) With respect to any Outbound Service provided by the Company which involves Switched Access, the Company's liability shall not exceed an amount equal to the charge applicable to a one (1) minute Call to the Called Station at the time the affected Call was made.

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# SECTION 3 - RULES AND REGULATIONS (cont'd)

## 3.3 Liability of the Company (cont'd).

#### 3.3.1 General (cont'd).

Except as otherwise set forth in this Section 3.3.1, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the Services hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the Initial Call Unit charge to the Customer under this Tariff for the Call during which such mistake, omission, interruption, delay, error or defect in transmission occurs. Other than for its gross negligence or willful misconduct, the Company shall have no further liability, other than amounts that may be due the Customer under this Tariff as a credit allowance, for damages or losses arising out of mistakes, omissions, interruptions, delays, errors or defects in the provision of the Services and/or associated equipment and facilities. With respect to the Services, the Company hereby disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular use.

3.3.2 Other Carriers. The Company shall not liable for any act or omission of any other company or companies furnishing Services to the Customer in conjunction with the Services, or for damages associated with services, channels or equipment which it does not furnish, or for damages which result from the operation of Customer-Provided Equipment or Services furnished by other companies which are interconnected with the Company's Services. The liability of any Underlying Carrier to the Customer or any End-User shall be limited by the tariffs pursuant to which such carrier provides network Services.

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No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization from the Company.

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#### **SECTION 3 - RULES AND REGULATIONS (cont'd)**

## 3.3 Liability of the Company (cont'd).

3.3.3 Consequential or Special Damages. The Company's liability for its gross negligence or willful misconduct is not limited by this Tariff. Regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including, without limitation, negligence of any kind whether active or passive, the Company shall not be liable for any indirect, incidental, consequential, reliance, special or punitive damages, including, without limitation, damages for lost profits, of any kind or nature whatsoever, arising out of the provisions or interruption of the Services provided under this Tariff absent a determination of gross negligence or willful misconduct in a judicial or administrative proceeding.

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## SECTION 3 - RULES AND REGULATIONS (cont'd)

## 3.3 Liability of the Company (cont'd).

3.3.4 <u>Customer Premises/Customer-Provided Equipment</u>. The Company shall not be liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of the Services or attachment of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence. The Customer shall indemnify and save harmless the Company from any claims of the owner of the Customer Premises or other third party claims for such damages.

The Company shall not be liable for the Customer's failure to fulfill its obligation to take all necessary steps, including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Services, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in the applicable subsections of this Tariff, and that the signals do not damage the Company's equipment, injure its personnel, or degrade service to other Customers.

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## SECTION 3 - RULES AND REGULATIONS (cont'd)

#### 3.3 <u>Liability of the Company (cont'd)</u>.

## 3.3.4 Customer Premises/Customer-Provided Equipment (cont'd).

If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Services to the Customer without liability.

The Company shall not be responsible for the installation, operation or maintenance of any Customer-Provided Equipment. Where Customer-Provided Equipment is used in conjunction with the Services, the responsibility of the Company shall be limited to the furnishing, and the maintenance and operation in the proper manner, of the Services, and shall not include responsibility for the quality of, or defects in, the signal that are caused by the Customer-Provided Equipment. Subject to the above, the Company shall not be responsible for the through transmission of signals generated by, the reception of signals by, or network control signalling where such signalling is performed by Customer-Provided Equipment.

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## SECTION 3 - RULES AND REGULATIONS (cont'd)

## 3.3 Liability of the Company (cont'd).

- 3.3.5 Force Majeure. The Company shall not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: unavoidable
  interruption in the working of transmission facilities; acts of nature; storms, fire, flood
  or other catastrophes; any law, order, regulation, direction, action or request of the
  United States Government, or any other governmental entity having jurisdiction over
  the Company, or of any department, agency, commission, bureau, corporation or other
  instrumentality of any one or more of such governmental entities, or of any civil or
  military authority; national emergencies, insurrections, riots, rebellions, wars, strikes,
  lockouts, work stoppages, or other labor difficulties; or, notwithstanding anything in
  this Tariff to the contrary, the unlawful acts of individuals, including acts of the
  Company's agents and employees if committed beyond the scope of their employment.
- 3.3.6 Notice. Notwithstanding anything to the contrary set forth in this Section 3.3, the Company shall not be liable for damages or be obligated to provide any credit allowance unless the Customer has notified the Company of the basis of any claim for damages or credit allowance within thirty (30) calendar days after an invoice is rendered or a debit is effected by the Company for the Services or the Call giving rise to such claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim. Usage discounts will be adjusted based on total usage after all credits or adjustments have been applied.

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## SECTION 3 - RULES AND REGULATIONS (cont'd)

## 3.3 Liability of the Company (cont'd).

- Usage Charges, that the Customer may incur as a result of the unauthorized use of Customer-Provided Equipment. The unauthorized use of Customer-Provided Equipment includes, but is not limited to, the placement of Calls from the Customer Premises and the placement of Calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network Services without the authorization of the Customer. The Customer is responsible for controlling access to, and use of, its own communications equipment, and shall be fully liable for all such charges.
- 3.3.8 Explosive Atmosphere. The Company does not guarantee or make any warranty with respect to the Services or the installation thereof at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such Service or installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party for any personal injury to, or death of, any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the Services at such location.

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## SECTION 3 - RULES AND REGULATIONS (cont'd)

## 3.3 Liability of the Company (cont'd).

- **3.3.9** Indemnification. The Company shall be indemnified, defended and held harmless by the Customer against any and all loss, claims, demands, suits or other action, or any liability whatsoever, arising from the use of the Services furnished pursuant to this Tariff involving:
  - (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company; violations of any other literary, intellectual, artistic, dramatic, or musical right; violations of the right to privacy; or violations of any other rights whatsoever relating to or arising from message content or the transmission thereof.
  - (B) Claims arising out of abuse of or fraudulent use of the Services by the Customer or its End Users.
  - (C) All other claims arising out of any act or omission of the Customer in connection with the Services provided by the Company.

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#### SECTION 3 - RULES AND REGULATIONS (cont'd)

#### 3.3 Liability of the Company (cont'd).

#### 3.3.9 Indemnification (cont'd).

Company shall not be liable for, and Customer shall indemnify and hold Company harmless from, all losses, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or any other Person, for any personal injury to, or death of, any Person, and for any loss, damage, defacement or destruction of the equipment or premises of Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of equipment or wiring provided by Company, when such installation, operation, failure to operate, maintenance, condition, use or location is not the direct result of Company's gross negligence or willful misconduct.

- 3.3.10 <u>Independent Contractor</u>. Company's relationship with any underlying carrier that may provide facilities to Company for resale to Customer is that of an independent contractor and Company and any such underlying carrier shall not be deemed to be partners or joint venturers by virtue of this relationship. No agents or employees of other carriers shall be deemed to be agents or employees of Company.
- **3.3.11** <u>Implied License</u>. No license under patents, copyrights, trademarks, or trade secrets is granted to Customer by Company, or shall be implied or arise by estoppel, with respect to the Services.

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